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AGREEMENT

between

THE VILLAGE OF ELLENVILLE, NEW YORK

and

LOCAL 750, NEW YORK COUNCIL 66
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

June 1, 2003 - May 31, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

THIS AGREEMENT, made in Ellenville, New York as of September 24, 2004, between THE VILLAGE OF ELLENVILLE, NEW YORK ("Village"), and LOCAL 750, NEW YORK COUNCIL 66, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO ("Union"), P.O Box 421, Ellenville, New York 12428.

ARTICLE I - PURPOSE

1.1 The purpose of and intent of this Agreement is to promote harmonious and cooperative relationships between the Village and its employees, for the mutual benefit of both, and for the benefit of the public.

ARTICLE II - CONFLICTS WITH OTHER LAWS

2.1 This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the village, not inconsistent with the Civil Service Law, the Judiciary Law or this Agreement. In the event any provision of the Agreement is inconsistent with any general, special, local law, ordinance or ruling of a State Department, such provision shall be of no effect.

ARTICLE III - RECOGNITION

3.1 The Village has recognized the Union as the representative and negotiating agent for full-time employees serving in non-supervisory positions in the Village of Ellenville Department of Public Works with Divisions in the following areas: Water Division, Sewer Division, Street Division ("employees"), for the purpose of negotiating with respect to rates of pay, working conditions and other terms and conditions of employment. The Union represents that it has been designated by said

employees and is authorized to make this Agreement on their behalf.

ARTICLE IV - WAGES

4.1 All employees shall receive the following increases in basic hourly wages:

Effective June 1, 2003	0%
Effective June 1, 2004	4.50%
Effective June 1, 2005	4.25%
Effective June 1, 2006	4.00%

4.2 The hiring rate for the first six (6) months of employment shall be \$10.51 per hour.

However, the Village shall have discretion to hire employees at a salary above the starting rate, provided it is less than the two year rate. If the hiree's salary is equal to or greater than the six month rate, no step increase shall be received until the completion of two years.

4.3 Commencing June 1, 2003, John Stone, Water Treatment Plant Operator, shall receive an annual stipend of \$2,500 provided they maintain the IIA Water Treatment Plan Operators License. Said stipend shall not become part of base wages for purposes of salary increases.

4.4 Any employee hired on or after June 6, 2000, holding the positions of either Senior Water Treatment Plant Operator or Water Treatment Plant Operator shall be required to have a IIA-Water Treatment Plan Operators License to hold the position, and shall not be entitled to any stipend or additional compensation for holding the license.

4.5 The Labor Management Committee shall convene to discuss further revisions to the new salary structure referenced in Schedules A and B.

4.6 Longevity in addition to the basic rate on compensation:

Effective June 1, 2004 an employee after:

7 years of continuous service shall receive a longevity increment of (.15) fifteen cents an hour.

10 years of continuous service shall receive a longevity increment of (.21) twenty-one cents per hour.

15 years of continuous service shall receive a longevity increment of (.31) thirty-one cents per hour.

20 years of continuous service shall receive a longevity increment of (.41) forty-one cents per hour.

25 years of continuous service shall receive a longevity increment of (.46) forty-six cents per hour.

ARTICLE V - CLOTHING

5.1 The Village of Ellenville shall provide the Street Division with the same uniforms that the Water and Sewer Department current receives.

5.2 The Village shall provide to each employee in the Street, Water and Sewer Division with winter and summer coveralls and one pair of "hip" boots.

5.3 The Village may prescribe the styles of uniforms to be worn by employees. The Village shall give at least sixty (60) days notice prior to the enforcement of the right given by this section.

5.4 Arrangements for the quarter mastering of clothing shall be discussed in the labor-management committee established by Article XXIII of this Agreement.

5.5 Effective June 1, 2004, the Village will, at the election of the individual employees purchase safety shoes at a value not exceeding \$155; effective June 1, 2005, the maximum allowance shall be increased to \$160; and effective June 1, 2006, the maximum allowance shall be increased to \$165. If the employee elects to purchase safety shoes, compensation will be paid at the aforementioned rates upon verification of cost.

5.6 Upon the completion of a new employees probationary period the said employee shall be entitled to a pro rata allowance for clothing and safety shoes.

ARTICLE VI - LIFE INSURANCE

6.1 The Village agrees to provide life insurance benefits to each employee covered by this Agreement which said life insurance shall have a death benefit equal to two and one half times the employees annual base salary. The insurance premiums shall be paid in full by the Village. It is acknowledged by both parties that the said employees are currently covered under a group policy of life insurance issued by C.U. Life Insurance Company and bearing Policy No. T.G.N.-50001. The Village reserves the right to change companies or policies as long as the coverage provided is at least equal to the coverage currently in effect. Upon termination of employment, the Village shall cease paying the premium for the terminated employee. The terminated employee shall have the right to individually continue the insurance only as provided by the insurance carrier, if such rights are provided for in the said policy of insurance.

ARTICLE VII - HEALTH INSURANCE

7.1 The Village shall continue to participate in the State Health Insurance Plan or another plan of health and major medical insurance providing comparable benefits. All employees hired prior

to June 1, 2000, who participate in the Village's health insurance, shall pay five percent (5%) towards the cost of health insurance premiums. Employees hired on or after June 1, 2000, who participate in the Village's health insurance, shall pay ten percent (10%) towards the cost of health insurance premiums.

7.2 The parties shall implement a flexible spending plan. Participation in the plan shall be optional.

7.3 Members of this unit may, at their own option, withdraw from the Village's health insurance plan. For 2001 and thereafter, a unit member who does not participate in the health insurance plan shall receive a cash payment of \$2,000 for employees eligible for family health insurance coverage, and \$1,000 for employees eligible for individual health coverage. Re-entry into the health insurance plan shall be subject to the provisions of the plan.

7.4 The Village also agrees to provide each full time permanent employee with a family optical plan comparable with that of the Village Police Department.

ARTICLE VIII - SICK LEAVE

8.1 Each employee shall be credited with 12 days of sick leave as of June 1 of each year. For employees hired prior to June 1, 1996, sick leave may be accumulated to a maximum of 160 days. For employees hired on or after June 1, 1996, sick leave may be accumulated to a maximum of 140 sick leave days. For employees hired on or after June 1, 2000, sick leave may be accumulated to a maximum of 100 days.

8.2 When an employee either retires or dies while employed by the Village, the Village agrees to buy back accumulated sick leave as follows:

Any employee hired prior to June 1, 1996, shall be paid the buy back at the rate of 85% of the current salary. Any employee hired on or after June 1, 1996, shall be paid at a sick leave buy back rate of 75% of his/her current salary. Any employee hired on or after June 1, 2000 shall be paid at a sick leave buy back rate of 50% of the value of the sick leave day.

The employee must have a minimum of 60 days accumulated.

8.3 For any unit member who dies while employed by the Village, unused sick leave shall be paid per the provisions of Article 8.2 to the employee's estate.

8.4 One day sick leave shall be charged against the employee's accumulated sick leave for every working day he/she is absent from work due to illness. Any employee who is ill for more than three (3) consecutive working days, shall submit proof of illness from a doctor to the Village Manager to continue to draw on his/her unused sick leave accumulation. In addition, whenever a suspicion of abuse of sick leave exists, the Village Manager may require proof of illness.

8.5 An employee under quarantine, even though not ill, may use leave time.

ARTICLE IX - HOLIDAYS

9.1 Employees shall receive the following paid holidays:

New Year's Day
Dr. Martin L. King's Birthday
Lincoln's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Day after Thanksgiving Day

Christmas Day
½ Day off for Good Friday
½ Day off for New Years Eve
½ Day off for Christmas Eve

ARTICLE X - VACATIONS

10.1 As of June 1, of each year, an employee will be credited with vacation days for the fiscal year as follows:

1. Less than 2 years of Village employment - 10 working days.
2. Between 2 years and 6 years of Village employment - 15 working days.
3. Between seven (7) and twenty (20) years of Village employment - 20 working days.
4. One additional day for each year of service to a maximum of 25 days.

10.2 An employee who is hired at any time other than June 1 will be entitled to vacation in his/her first year at the rate of 10/12 day per month for each month between the time he/she is hired and June 1 of the following year.

10.3 Vacation leave must be used in the year it is earned. In the event an employee leaves, he/she will be entitled to vacation pay for pro-rata portion of the fiscal year in which he or she was employed by the Village.

10.4 Vacations shall be scheduled by the Division Head, giving preference to employee choice according to seniority where practicable and where consistent with continued efficient operation. Employee requests for specific vacation weeks must be submitted to the Division Head on or before June 1.

10.5 The primary two weeks of vacation shall consist of two consecutive weeks, unless the employee requests two non-consecutive weeks. Only above the two primary weeks may vacation days be used singly; in that case, the minimum will be one eight hour shift for a vacation day.

10.6 If any employee becomes ill or injured while on vacation, he/she may exchange vacation hours for sick leave hours. The employee must notify his or her immediate supervisor, and the payroll clerk, at the time of illness or injury.

ARTICLE XI - PERSONAL LEAVE

11.1 An employee covered by this Agreement will be entitled to five personal days off per year for the transaction of personal business that can only be accomplished during an employee's working hours.

11.2 Personal leave cannot be added to vacation time (i.e., used consecutively prior to or after vacation days). At the completion of each contract year, employees may convert one (1) unused personal day to a vacation day.

11.3 Personal leave can only be used in minimum units of four hours. No more than two days of personal leave may be taken consecutively.

11.4 The Village shall not require a member to give a reason as a condition for approving the use of personal leave; provided, however, that prior approval for the requested leave must be obtained from the Division Head. The Village may deny a request for personal leave if the resulting absence will interfere with proper conduct of the Department services.

11.5 Personal leave days are non-cumulative.

ARTICLE XII - LEAVE FOR BEREAVEMENT OR SERIOUS HEALTH CONDITION

12.1 In the event of either death or a serious health condition as defined by the Family Medical Leave Act ("FMLA") in the immediate family, an employee may request a paid leave of absence not to exceed a period of five work days. Such leave shall not be cumulative.

12.2 Any employee who is granted a family leave of absence will be paid only the regular pay he or she would have received during that period of time had he or she worked.

12.3 Immediate family is defined as Mother, Father, Sister, Brother, Spouse, Children, Grandparents, Mother-in-Law, Father-in-Law, Brother-in-Law and Sister-in-Law.

ARTICLE XIII - EMERGENCY LEAVE

13.1 On rare and special occasions, the Village Manager or Mayor may grant emergency leaves of absence not to exceed two days. Any employee who is granted an emergency leave of absence will be paid only the regular pay he or she would have received during that period of time had he or she worked.

ARTICLE XIV - JURY DUTY

14.1 If an employee is called for jury duty, as opposed to volunteering, that employee shall be paid at his regular hourly rate for the length of jury duty. The employee must sign over to the Village any per diem received from the State for this time.

14.2 If any employee is subpoenaed to appear at a trial, the subject of which is not personally related to him or any member of his family, that employee shall be paid at his regular hourly rate for a maximum of 2 days. The employee shall sign over to the Village any per diem received from the State for this time.

ARTICLE XV - WORK WEEK, HOURS AND OVERTIME

15.1 The normal work week for those employees in the Village's Department of Public Works shall be Monday through Friday, 7:00 a.m. to 3:30 p.m. Upon the mutual consent of the Union and the Village, employee work schedules may be adjusted seasonally.

15.2 All employees who are required to work more than eight hours in any 24 hour day or more than 40 hours in any week will be entitled to time and one-half of their hourly rate for all such hours worked in excess of eight hours or 40 hours.

15.3 An employee who is recalled to work unscheduled overtime after having completed his/her scheduled work period shall be guaranteed a minimum of two (2) hours overtime compensation.

15.4 Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, unless none of such employees are available. Such distribution shall be made on a rotational basis. Deviation from rotation shall only be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list. The initial rotation list shall be setup on the basis of seniority. Refusal of overtime shall be treated as overtime worked for the purposes of placement on the rotation list.

15.5 A record of actual overtime hours worked by employees will be updated on a quarterly basis. Overtime records shall be kept by the division foreman and filed with Village Manager

15.6 No employee shall have his/her shift schedule changed for the purpose of avoiding the payment of overtime, unless the employee has been notified of the change 48 hours prior to the time when the changed work period is to commence, provided that the circumstances necessitating such change are foreseeable prior to such 48 hour period. This provision shall not prevent the rescheduling of the shift of an employee who has been required to work the preceding night.

15.7 An employee who has worked overtime may elect to take comparable time off (one and one half hour for each hour worked) instead of taking the overtime payment. These forty (40) hours must be used by June 1 of the fiscal year they are earned in. If there is an emergency where the taking of those hours is not possible by June 1, these hours shall be treated as overtime hours, and paid as such by June 15 of each year.

The Village and the Union members realize because of severe weather conditions, and other unforeseen emergency overtime hours, an individual may accumulate up to an additional forty (40) hours of comp. time.

These additional 40 hours of comp. time have to be used up prior to November 1 of the following Fiscal year. They may not be used in conjunction with vacation, holiday or personal days off, they may only be used at the rate of one (1) day per week, and must be scheduled in advance with the Department Foreman's approval, on a seniority bases. At an individual members election, they may transfer these additional (40) hours into banked sick time. This election must be made by May 31 of each year.

15.8 Any employee required to work 4 hours prior to or following his/her regular shift shall be given a meal allowance at the set rate of \$7.50.

Employees will be given a 30 minute break for such meals. This is to be treated the same as a lunch break.

15.9 The Village shall give the employee at least two hours notice when overtime is needed on a regular work schedule, except in an emergency.

15.10 Summer Hours - The parties agree, in the interest of the Village and the Employees, to establish a committee consisting of not more than two (2) persons appointed by the employer, and not more than two (2) persons appointed by the Union, to discuss implementation of summer hours, 6 a.m. - 2 p.m. from May 1 to Labor Day, upon such condition as the parties shall mutually agree.

ARTICLE XVI - REPLACEMENT RATES

16.1 When an employee is absent due to vacation, sick leave or other authorized leave, and another employee performs the duties of a higher job classification, thus acting as a replacement, he/she shall receive \$1.00 (one dollar) less than the base rate or base rate plus stipend for that higher classification. The Village Manager shall determine when this condition exists and shall authorize the higher pay scale. Under no circumstance will an employee be paid a rate higher than his/her authorized job classification allows, except as described. If the one dollar (\$1.00) differential is less than the current rate, then the replacement rate shall be at the current rate. Replacement rates shall only be paid for full day increments. The Assistant to the Foreman/Supervisor of the Street Department shall receive a \$1.00 per hour rate differential in lieu of the replacement rate.

ARTICLE XVII - NOTICE OF VACANCIES

17.1 The Village shall post on departmental bulletin boards, notices of vacancies, together with a job description for any vacant position within the negotiating unit. Except in an emergency,

such notification shall be given at least 15 days prior to the date the position is to be filled. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment, examples of typical work activities, the number of vacancies and the administrator to be contacted by those interested in making an application.

17.2 When such vacancies are announced, as provided herein, employees who wish to be considered for appointment or assignment to such vacancies shall be allowed to express their interest in such vacancies, in writing, with the Department Head or his or her designee within ten days following the announcement.

17.3 The failure of any case of the Village to distribute notices of vacancies or otherwise to follow the procedures required by this section or the failure of any employee to receive such notices of announcements or to express interest in a vacancy as provided by this section shall not affect or operate to invalidate any appointment which otherwise conforms to law nor shall anything contained in this section be construed to place the Village under any obligation to make appointment from among persons presently employed by the Village. It is understood, however, that the Village will make a good faith effort to comply with the distribution provisions of this section.

17.4 The Village shall send a copy of all notice of vacancies together with a job description, to the Union office. The Village will also notify the Union upon the filling of such vacancies.

ARTICLE XVIII - PROBATIONARY PERIOD

18.1 An employee who is required to serve a probationary period shall be told the length of that probationary period prior to the commencement of such period. In the absence of such

notification, the probationary period shall be 26 weeks.

ARTICLE XIX - STRIKES

19.1 There shall be no strikes, work stoppages, interruptions or impounding of work, nor shall the Union or any employee authorize, instigate, aid or condone any job action or similar activity.

ARTICLE XX - UNION RIGHTS

20.1 The employer shall deduct from the wages of each employee, whether or not such employee is a member of the Union, an Agency Shop fee deducted as defined in Section 208(3)(6) of the Civil Service Law. The Union certifies that it has established and maintained procedures for refunds required by law to non-members. The Union agrees that it will indemnify and hold the employer harmless from any claims, action or proceedings hereunder including but not limited to legal fees, court costs, reasonable and necessary disbursement and interest. Once the funds are remitted to the Union disposition thereafter will be the sole and exclusive obligation and responsibility of the Union. Such certification shall be made annually by the Union prior to May 1. Such deductions shall be made in equal installments beginning with the first payroll period in June. The Village shall remit the total amount so deducted at least monthly to the Union.

20.2 The Village shall provide the Union with 20 copies of this Agreement for distribution to employees.

20.3 All employee personnel files are kept in the Village office. Employees shall receive a copy of any and all material that is placed in his or her file. The employee must give written permission for a Union officer or Shop Steward to enter his or her file, after the first initial inquiry,

which must be done in person.

ARTICLE XXI - SENIORITY - LAYOFFS

21.1 Seniority means an employee's length of service as a permanent full-time employee with the Village of Ellenville since his last date of hire.

21.2 An employee shall lose his seniority for the following reasons:

- (a) Discharge;
- (b) Resignation;
- (c) Failure to return to work after notice when recalled from lay-off resulting from a reduction in force;
- (d) Failure to return to work after expiration of any unpaid leave of absence;
- (e) Retirement; and
- (f) Lay-off for a continuous period of more than twelve (12) months.

21.3 Within the Department of Public Works, which includes the water, sewer and street divisions, all employees, including competitive class employees, shall have a "labor date" effective as of the date of hire of such employee.

21.4 The Employer shall give notice of any layoff to the Union at least 30 calendar days prior to the date of such vacation and a meeting may be requested by either party.

21.5 The Employer shall lay off employees in the following order: temporary employees, provisional employees, probationary employees, and permanent employees in the inverse order of seniority.

21.6 The Employer shall forward a list of those employees being laid off to the Union on the same date layoff notices are issued to employees.

21.7 All Employees who are laid off shall receive 30 calendar days notice of layoff.

21.8 Subject to the provisions of 21.9, a non-competitive or labor class employee shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may bump an employee in an equal or lower job grade provided the bumping employee has greater seniority than the employee who is bumped pursuant to the Civil Service Law.

21.9 In the event of a reduction in the work force in the Competitive Class employees who hold a permanent position in a title, he may displace another employee serving in the same title, or in a title in direct line of promotion, provided, however, that no employee shall displace any other employee having greater seniority. A Competitive Class employee, who is being laid off and who cannot bump into another competitive position because that is a filled position to which he cannot apply his seniority to bump, may elect to bump into a non-competitive or labor class position for which has seniority pursuant to Civil Service Rules and Regulations.

21.10 When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. The Union shall be notified at the same time. If any employee fails to report for work within ten (10) days from the date of mailing of a notice of recall, he shall be considered a quit.

ARTICLE XXII - MANAGEMENT RIGHTS

22.1 It is recognized that the Department of Public Works, which includes the water, sewer and street divisions, the control of their properties, and the maintenance of order and efficiency is

solely a responsibility of the Village. Accordingly, the Village retains the rights, including but not limited to: Select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer; to determine the amount of overtime, except in emergencies, to be worked; to relieve employees from duty because of long term lack of work or for any other legitimate reasons; decide the number and locale of its facilities, stations, etc.; determine the work to be performed within the unit; to specify maintenance and repair work; determine necessary supervision, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE XXIII - LABOR MANAGEMENT COMMITTEE

23.1 There is hereby established a Labor-Management Committee to consider matters of concern to the Village and Union, including matters relating to safety.

23.2 The Labor Management Committee shall be composed of four members. Two members shall be designated by the Mayor and two by the President of the Union. Nothing contained herein shall be construed to inhibit the Labor Management Committee in carrying out its purposes by sub-committee or by any other method reasonably suited to its purposes as may be agreed upon.

23.3 The Labor Management Committee shall meet regularly once each calendar quarter on a date and at a time to be agreed upon in advance by its members. Should the representatives of the Village or the Union determine that one or more special meetings in any year is appropriate and

in furtherance of the purposes of the Labor Management Committee, such special meetings or meetings may be scheduled upon 2 or 3 working days notice to the Committee's members.

23.4 The representatives of the Village shall exchange proposed agendas, in writing, for each regular meeting of the Labor Management Committee not less than 20 days in advance of such meeting. In the event that a special meeting is requested pursuant to this Article, a proposed agenda, in writing, for such meeting shall accompany such request.

23.5 No understanding reached by the Committee shall supersede any provision of this Agreement. Any such understanding inconsistent in any respect with any provision of this Agreement shall be deemed null and void.

ARTICLE XXIV - GRIEVANCE PROCEDURE

24.1 Basic Principles

A. The Village and the Union declare their joint intent to encourage the prompt resolution of grievance of employees through recourse to the formal procedure established by this Article. Nothing herein shall be construed, however, to prevent any employee from discussing a problem informally.

B. Any employee shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination or reprisal.

C. An employee shall have the right to be represented at all stages of the grievance procedure by a member of the Union.

24.2 Settlement of Disputes

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union steward or other authorized representative of the Union with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of its occurrence. If at any time the steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the steward within seven (7) work days.

Step 2. In the event that the aggrieved employee wishes to appeal the decision at Step 1, the appeal shall be submitted to the Mayor, in writing on the grievance form, within five working days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the supervisor who considered the grievance at Step 1. The Mayor or his designee shall meet with the aggrieved employee and/or his or her representative and shall issue a written decision to the employee within twenty (20) working days following the date on which the appeal was received.

Step 3. In the event the aggrieved employee wishes to appeal the decision at Step 2, the appeal shall be submitted to the Village Board, in writing on the grievance form, within five (5) working days following receipt of the Step 2 decision. The Village Board or a committee designated by the Board shall meet with the aggrieved employee and/or his or her representative within thirty (30) calendar days following the date on which the appeal was received. The Village Board shall within five (5) working days of such a meeting, set forth an answer in writing to the

aggrieved employee and/or his or her representative.

Step 4. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Union claims to have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Mayor may return the matter to Step 2 for further determination. In the event the Union wishes to appeal a decision at Step 3; the Village agrees to enter a joint request, to have the dispute settled through the New York State PERB Mediation/Arbitration procedure.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Village or the Union contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of an arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

24.3 General Provisions

All documents, commendations and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party will be extended only by mutual consent.

If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred. The failure by the Village to meet the time limits specified herein shall permit advancing the matter by appeal to the next step of this procedure.

A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than ten (10) working days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

A grievance affecting more than one work location may be initiated by the Union at Step 2 of the grievance procedure. The Village may initiate grievance against the Union at Step 4.

In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three (3) days.

ARTICLE XXV - INVALID ARTICLES

25.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE XXVI - LEGISLATIVE APPROVAL

26.1 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVII - BINDING AGREEMENT

27.1 The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXVIII - TERM OF AGREEMENT

28.1 This Agreement shall take effect on June 1, 2003 and shall remain in effect until May 31, 2007.

28.2 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials on this 16 day of Feb, 2005

VILLAGE OF ELLENVILLE, NY

By: _____

MAYOR

AFSCME COUNCIL 66,
LOCAL 750, AFL-CIO

By: _____

PRESIDENT LOCAL 750

STATE REP. COUNCIL 66

BS

		June 1, 2004-May31, 2005						June 1, 2005-May31, 2006						June 1, 2006-May31, 2007				
DEPT	POSITION	START	6MOS	18MOS	30MOS+			START	6MOS	18MOS	30MOS+			START	6MOS	18MOS	30MOS+	
VATER	Working foremen	10.51	11.61	18.19	23.25			10.51	12.10	18.96	24.24			10.51	12.59	19.72	25.21	
	Operator	10.51	11.54	16.23	19.19			10.51	12.03	16.92	20.01			10.51	12.51	17.60	20.81	
	Maintenance	10.51	11.54	16.89	19.43			10.51	12.03	17.61	20.26			10.51	12.51	18.31	21.07	
EWER	Working foremen	10.51	11.61	18.19	23.53			10.51	12.10	18.96	24.53			10.51	12.59	19.72	25.51	
	Operator	10.51	11.54	16.23	19.19			10.51	12.03	16.92	20.01			10.51	12.51	17.60	20.81	
	Laborer	10.51	11.39	11.59	16.97			10.51	11.87	12.08	17.69			10.51	12.35	12.57	18.40	
TREET	Working foremen	10.51	11.61	18.19	22.71			10.51	12.10	18.96	23.68			10.51	12.59	19.72	24.62	
	HMEO	10.51	11.54	15.58	17.85			10.51	12.03	16.24	18.61			10.51	12.51	16.89	19.35	
	MEO	10.51	11.45	14.91	17.27			10.51	11.94	15.54	18.00			10.51	12.41	16.17	18.72	
	Muni Worker III	10.51	11.54	15.58	17.85			10.51	12.03	16.24	18.61			10.51	12.51	16.89	19.35	
	Laborer	10.51	11.39	11.62	12.23			10.51	11.87	12.11	12.75			10.51	12.35	12.60	13.26	
	Ass't Foreman		18.27	18.27	18.27				19.05	19.05	19.05				19.81	19.81	19.81	
W	Muni Worker I	10.51	11.39	11.97	12.55			10.51	11.87	12.48	13.08			10.51	12.35	12.98	13.61	

CORRECTED 02/25/05